

**CONTRACT TO PROVIDE NON-MEDICAID
BEHAVIORAL HEALTH SERVICES**

This Contract to Provide Non-Medicaid Behavioral Health Services ("Contract") is entered into and is effective as of January 1, 2015, by and between the County of Summit, Alcohol, Drug Addiction and Mental Health Services Board, and **Summit County Sheriff - DARE**.

Article 1. Preliminary Recitals

1.1 Parties

This Contract is by and between the County of Summit Alcohol, Drug Addiction and Mental Health Services Board, 1867 West Market Street, Suite B2, Akron, Ohio 44313 (hereinafter "ADM Board") and Summit County Sheriff - DARE, 53 University Avenue, Akron, OH, 44308 (hereinafter "Provider").

Authority

- 1.2** The ADM Board is authorized to plan, fund, monitor and evaluate public behavioral health services under provisions specified in the Ohio Revised Code Section 340.

1.3 Term

This Contract shall be effective on the 1st day of January 2015 and shall terminate on the 31st day of December 2015. Except as otherwise noted herein, where allocations are limited to one (1) year and, except as otherwise noted herein, the length of Contract shall be one (1) year through December 31, 2015

1.4 Conditions Precedent

Approvals by the governing boards of the Parties are independent conditions precedent to the formation, validity, and enforceability of this Contract.

Article 2. Definitions

2.1 ADM Services

Client services supported by Non-Medicaid funding, in whole or in part, and administered by the ADM Board.

2.2 Applicable Law

Those federal, state, and local laws and regulations, which govern the conduct of the Parties to this Contract.

2.3 Applicable Requirements

Includes all of the following to the extent that any of these requirements govern the conduct of the Parties to this Contract:

- 2.3.1 Applicable Law
- 2.3.2 Protocols and guidelines as adopted in accordance with law by OHIOMHAS, which require compliance by Providers.
- 2.3.3 The Summit County Community Plan for the provision of alcohol, drug addiction and mental health services as appropriately adopted and approved by OhioMHAS.
- 2.3.4 ADM Board policies, procedures, and guidelines, duly adopted, which are not in conflict with the express terms of the Contract.
- 2.3.5 The requirements of this Contract.

In any case where there is a conflict between the language of any statute, law, rule or regulation and the Contract language, the statute, law, rule or regulation prevails.

2.4 Client

A person eligible to be served by and is receiving ADM and/or Medicaid services under this Contract.

2.5 Contract

This Contract, and any and all Attachments hereto, which are incorporated herein, as if fully rewritten.

2.6 Contracted Rate

The amount per unit for Non-Medicaid ADM services agreed upon by the ADM Board and the Provider and shown as "Unit Rate" in Attachment 2, "Non-Medicaid Purchase of Service Unit Rate."

2.7 Cultural Competency

The integration and transformation of knowledge, information, and data about groups of people into specific clinical standards, skills, and service approaches.

2.8 Ensure

Using reasonable professional skill and taking steps, which are reasonably necessary, to carry out the obligations set forth in this Contract.

2.9 Health Information

Any information, whether oral or recorded, in any form or medium, that:

- 2.9.1 Is created or received by a health service provider, health plan, public health authority, employer, life insurer, school or university, or health service clearinghouse; and
- 2.9.2 Relates to the past, present, or future physical or mental health condition of a client, the provision of health service to a client, or the past, present, or future payment for the provision of health service to a client.

2.10 Material

A substantial change in any of the following:

2.10.1 Client Satisfaction:

Significant changes in client's satisfaction based upon surveys conducted under this Contract.

2.10.2 Funding Changes:

Significant funding changes, if such change is greater than 10% from any source, or has an impact of 10% or greater on program or service volume.

2.10.3 Business Structure/Administration:

Changes in ownership, board structure, etc. which significantly affect the Provider's ability to carry out its duties under this Contract or applicable requirements.

2.11 MUI - OhioMHAS

Major Unusual Notification - Ohio Department of Mental Health and Addiction Services.

2.12 OAC

The Ohio Administrative Code and any amendment made effective during the term of this Contract.

2.13 OhioMHAS

The Ohio Department of Mental Health & Addiction Services.

2.14 ORC

The Ohio Revised Code and any amendment made effective during the term of this Contract.

2.15 PHI - Protected Health Information

Individually identifiable health information transmitted by electronic media; maintained in any electronic media, such as magnetic tape, disk, or optical file; or transmitted or maintained in any other form or medium, i.e., paper, voice, fax, Internet, etc. PHI generally includes such individually identifiable health information as name, address, phone number, fax number, date of birth, social security number, or other unique identifying number(s), and other information as identified in 42 CFR 160.103.

2.16 Publicly Funded

Funded, in whole or in part, by any funds administered by the ADM Board from federal, state, or local government sources, or from the ADM Board by another public entity.

2.17 Subcontract

Any agreement, other than an employment agreement, between the Provider and any other person, corporation, or other entity, under which such person, corporation, or other entity is obligated to perform client services, which are required to be performed by the Provider under this Contract.

2.18 System

The Providers, which have a Contract with the ADM Board, and are providing services and have offices within Summit County.

2.19 USC

United States Code.

Article 3. General Requirements

3.1 Provider Autonomy

The Provider is a fully independent and autonomous contractor and retains the ultimate responsibility for the care and treatment of clients to whom services are rendered under this Contract. The ADM Board recognizes the Provider as an independent contractor in carrying out its duties under this Contract. The ADM Board recognizes that the Provider has full and sole authority to determine its governing structure and employees.

3.2 The Provider agrees to provide services identified in accordance with Attachment 3, "Agency Contract Funding by Service."

3.2.1 The Provider shall perform all services in accordance with applicable requirements.

3.2.2 The Provider may perform services for others during the term of this Contract. Performance of other work shall not interfere in any way with the performance of the services for the ADM Board.

3.3 The Parties shall perform their respective duties under this Contract in accordance with applicable requirements.

3.4 Scope

The requirements of this Contract shall apply to all Non-Medicaid funds paid to the Provider, by or through the ADM Board, regardless of the ADM Board's funding source.

3.5 Policies of the ADM Board

The policies, procedures, and guidelines of the ADM Board, duly adopted, which are applicable to ADM services, which the Provider renders under this Contract, are identified on Attachment 7, "Board Policies, Procedures, and Guidelines." In the event there is a conflict between any policy, procedure, or guideline of the ADM Board and the terms of this Contract, then the terms of this Contract shall govern. The ADM Board shall provide notice to the Provider of changes in any policies, procedures, or guidelines, which changes shall not conflict with the terms of this Contract.

3.6 Community Plans

Provider and the ADM Board shall work cooperatively and collaboratively in the development of community plans.

3.7 System Information

The ADM Board shall prepare summaries of information, upon the request of the Provider, which are reasonably required for the Provider to carry out its duties under this Contract. In making requests for information under this Section, the Provider shall specify the information being requested, with reasonable particularity. Nothing in this Section shall be construed to limit the ADM Board's obligations under the Ohio Public Records law, or limit the ADM Board's obligations to furnish the Provider with information regarding the Provider's clients, or other records that the ADM Board routinely maintains.

3.8 Workers' Compensation

The Provider shall provide evidence of proper workers' compensation coverage.

3.9 Evidence of Coverage

The Provider shall provide the ADM Board with a certificate of insurance, evidencing each type of coverage required, or provided, under Article 5 of this Contract, at the time of renewal, and shall provide the ADM Board notice of cancellation or non-renewal of any such coverage within thirty (30) days of the time the Provider receives such notice.

3.10 Loss of Funds

- 3.10.1 The ADM Board is not required to make reimbursement, in full or in part, if funds to the ADM Board have been materially reduced or eliminated, except that the ADM Board shall pay for services already provided.
 - 3.10.2 If the ADM Board anticipates a reduction in the public funds it has budgeted for payment for ADM services, or if the ADM Board is notified of or experiences a material reduction in funding, it may reduce affected, unearned budget allocations for ADM services. If such a situation occurs, the ADM Board shall give the Provider thirty (30) days prior written notice of the reduction in funding.
 - 3.10.3 In the event that funds for one or more ADM services are eliminated, the Provider and the ADM Board shall develop a transition plan. The Provider shall continue to provide medically necessary ADM services until the transition plan is completed, or for a period of up to ninety (90) days after receipt of the notice, whichever period is shorter. The ADM Board shall pay for all such ADM services actually provided by the Provider during such period.
 - 3.10.4 After receipt of notification of funding loss, the Provider agrees not to admit additional clients for services affected.
- 3.11. Conflict of Interest**
- 3.11.1 Each Party shall comply with its respective obligations to avoid conflicts of interest, pursuant to applicable law.

Article 4. Provider Requirements

4.1 Licensure and Certification

The Provider has obtained, and shall maintain throughout the term of this Contract, all licenses, certifications and accreditations required by the OhioMHAS to render the services. The Provider shall provide the ADM Board with copies of all such licenses, certifications, and accreditations upon request.

4.2 Debarment and Suspension

The Provider certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal department or agency.

4.3 Services and Staff

- 4.3.1 The Provider shall meet the applicable requirements to provide services for populations identified in accordance with its Agency Service Plan and services listed in Attachment 3, "Agency Contract Funding by Service."
- 4.3.2 The Provider shall notify the ADM Board Executive Director, in writing, within two (2) working days of determining the existence of any material change or circumstances, which jeopardize the Provider's ability to meet any of its obligations under this Contract, so that the ADM Board may make a determination whether to enter into a contingency planning process. This written notice shall be submitted to, and acknowledged by, the ADM Board two (2) working days before public or limited release.
- 4.3.3 The Provider shall not make material changes, as defined in this Contract, in the services/programs defined in its approved budget, unless

such changes have been approved in advance, in writing, by the ADM Board.

- a. Thirty (30) days prior to planning a significant change, the Provider shall submit a written request for consultation with the ADM Board to determine materiality under this Contract.
- b. If the ADM Board notifies the Provider that the proposed change is material, the Provider shall submit any requests for approval of material changes in its services to the ADM Board, in writing, no less than thirty (30) days prior to the anticipated change, in accordance with ADM Board procedures. This includes, but may not be limited to, a revised Budget.

4.4 General Eligibility for ADM Board Reimbursement

- 4.4.1 The Provider shall be eligible for reimbursement by the ADM Board for services provided under this Contract.

4.5 General Assurances of the Provider Required by the OHIOMHAS

- 4.5.1 The Provider shall not discriminate in its employment practices, and shall provide services in accordance with federal, state, and county statutes or regulations concerning nondiscrimination on the basis of race, ethnicity, age, color, religion, gender, national origin, sexual or affectional orientation, disability, HIV/AIDS infection, and/or veteran status.
- 4.5.2 The Provider shall have a plan of affirmative action, as required by ORC §340, which covers groups set forth in ORC §122.71(E)(1).
- 4.5.3 The Provider shall implement the performance improvement measures required by OAC §5122-28-03.
- 4.5.4 The Provider shall comply with the OHIOMHAS client rights rules.
- 4.5.5 Services shall be culturally and linguistically competent and shall respond effectively to:
 - a. The needs and values present in the culture of clients served;
 - b. The needs of clients with disabilities, including, but not limited to, clients who are deaf/hearing impaired;
 - c. The needs based on each client's gender and sexual orientation;
 - d. The needs based on each client's age; and
 - e. The client's changing level of needs.
- 4.5.6 The Provider and the ADM Board shall work together to develop and implement guidelines for culturally competent services.
- 4.5.7 Prevention and/or treatment services provided under this Contract shall be coordinated with the provision of other services appropriate to the needs of the client being served.
- 4.5.8 The Provider shall operate facilities and programs in accordance with applicable requirements relating to client safety.
- 4.5.9 The Provider shall provide services in a manner which minimizes barriers to service, in accordance with applicable requirements.
- 4.5.10 The Provider shall provide such other assurances as may be required by the OHIOMHAS, or other funding source.

4.6 Agreement and Assurance

- 4.6.1 The Provider will complete and adhere to the Agreement and Assurances as set forth as Attachment 11 in this contract.

4.7 Provision of Service

- 4.7.1 The Provider and the ADM Board shall agree to comply with all applicable requirements in law that govern major unusual incidents (MUI-OHIOMHAS) in the OHIOMHAS rules, guidelines, and protocols.

4.8 Subcontracts

The Provider shall notify the ADM Board if it enters into a subcontract with any third party for the performance of any services pursuant to this contract.

- 4.8.1 Subcontracted services shall operate in conformity with this Contract and other applicable requirements.

4.9 Provider Promotional Activities

- 4.9.1 For those services funded by the ADM Board, the Provider's stationary, website, newsletters, and other promotional materials shall include the ADM Board logo and the statement that the Provider is an affiliate of the County of Summit Alcohol, Drug Addiction and Mental Health Services Board, where space will permit.

- 4.9.2 The Provider shall work in partnership with the ADM Board to enhance community support for the publicly funded system of service, which provides alcohol, drug, and mental health services to Summit County residents.

- 4.9.3 The ADM Board shall furnish the Provider with a sign, which is appropriate for the Provider's location, and which identifies the ADM Board as a funder of the Provider. The Provider shall display such sign in a visible, publicly accessible, and appropriate location in all facilities, which are used by the Provider, for services required under this Contract. The ADM Board shall display a sign at the ADM Board listing Board-funded Providers.

- 4.9.4 The Provider shall notify, and request representation from, the ADM Board of any annual meeting or events where ADM Board-funded programs are highlighted. The ADM Board shall provide advance notice to the Provider of any public meeting or event held by the ADM Board where the Provider will be discussed or highlighted.

4.10 Access to Provider Information

- 4.10.1 The Provider shall furnish the ADM Board with information that is reasonably necessary to permit the ADM Board to:

- a. Fulfill its statutory planning and other statutory responsibilities.
- b. Monitor and evaluate the Provider's compliance with the terms of this Contract, including, but not limited to, conducting compliance and audit reviews of contracted Non-Medicaid services; ensuring quality, effectiveness, and efficiency of services; and, ensuring the provision of services to justify reimbursement under this Contract.
- c. And, perform its duties under applicable requirements.

4.11 Essential Periodic Reports

- 4.11.1 The Provider shall furnish to the ADM Board the reports listed in Attachment 7, "CY 2011 Essential Periodic Reports," at such times as are specified in said Attachment.

- 4.11.2 Failure to provide reports in accordance with the requirement of this Contract may subject the Provider to delayed payment in accordance with the provisions in Section 5.

4.12 Format

Any information or report, which is required under this Contract, shall be submitted in the format prescribed by the ADM Board.

4.13 Provider Books, Budgeting, Records and Accounting

4.13.1 The Provider shall develop and revise budgets in accordance with ADM Board budget procedures.

4.13.2 Actual Uniform Cost Report Agreed Upon Procedures and report submission requirements shall be completed in accordance with OHIOMHAS OAC§3793:2-1-10

4.13.3 The Provider shall maintain complete and accurate financial records with respect to all undertakings required by this Contract. The Provider is responsible for ensuring that its financial statements are fairly presented, in accordance with generally accepted accounting principles, including, but not limited to, standards set forth in the Financial Accounting Standards Board (FASB) Nos. 116 and 117.

4.13.4 The Provider shall retain financial records, including supporting documentation, for either six (6) years, or until all audits for the time period are completed, whichever is longer.

4.13.5 All financial reports to the ADM Board shall be made on an accrual basis, whether or not the accounts are maintained on a cash basis.

4.14 Debt Check Provision

ORC Section 9.24 prohibits public entities from awarding a Contract for services, paid in whole or in part, from state funds, to an entity against which a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved. The Provider warrants that a finding for recovery regarding ADM services has not been issued to the Provider by the Auditor of State. The Provider further warrants that it shall notify the ADM Board within one (1) business day should a finding for recovery regarding ADM services occur during the Contract term.

4.15 Documentation, Records, Outcomes, and Satisfaction Measurement

4.15.1 The Provider shall submit behavioral health data, outcomes, and client satisfaction-related information, in accordance with the OHIOMHAS standards for submission of behavioral health data and the ADM Board's procedure for submission of behavioral health data.

4.15.2 The ADM Board may consider an exemption to specific elements of this Section in response to a Providers written request.

Article 5. Board Obligations

5.1 Budgets, Budget Revisions, Costs, Rates and Fees

5.1.1 The ADM Board acknowledges that, during the routine course of business, actual demand and utilization of services may be different than the estimates contained in the Budget, which is the source for Attachment 3, "Agency Contract Funding by Service." In such an event, the Provider shall submit a budget revision request for re-allocation of funds to meet existing client demand for services.

5.1.2 The ADM Board shall review such requests with the Provider and shall have final approval over changes in the reallocation of funds, subject to the terms of this Contract. The ADM Board is not required to approve Budget revisions requested by the Provider.

5.1.3 The Provider may submit requests for budget and/or rate revisions anytime during the term of this Contract, in accordance with applicable requirements. The Provider and the ADM Board shall work cooperatively to promptly process requests for budget and/or rate revisions. Except as required by applicable law, nothing shall require the ADM Board to approve such requests.

5.2 Uniform Cost Reporting

The Provider shall comply with the OHIOMHAS uniform cost reporting rules.

5.3 Allowable Costs for Other Non-Medicaid Services

The actual cost of other non-Medicaid services shall be computed using the Uniform Financial Management System (UFMS) Uniform Cost Reporting System of Budgeting. Costs for any non-Medicaid, non-treatment services that the Board agrees to purchase that are not specifically identified on the Provider's FIS-047 form, shall be computed based on the direct cost of the service.

5.4 Payment Obligations

The ADM Board shall make timely payments to the Provider for services rendered under this Contract, in accordance with the terms of this Contract, and governing laws and rules.

5.4.1 The ADM Board shall pay the Provider for ADM services provided under this Contract, up to the total ADM services allocation set forth on Attachment 1, "Agency Contract Funding by Source."

5.5 Advances

The ADM Board may grant advances, at its own discretion, and in accordance with the ADM Board advance procedures included in this Contract as Attachment 6, "Funding Advance."

5.6 Other Methods of Reimbursement

5.6.1 The ADM Board may reimburse the Provider through other mechanisms that are pre-approved by the ADM Board during budget negotiations. The Provider shall request reimbursement by submitting an invoice, accompanied by adequate documentation of service as approved by the ADM Board.

5.7 Restrictions on Reimbursement

5.7.1 No reimbursement shall be delayed, unless the ADM Board has given the Provider notice of the ADM Board's intent to delay reimbursement, and a statement of the reasons for the proposed action. Notice shall be in writing, and received by the Provider, not less than thirty (30) calendar days prior to the delay of reimbursement. Any actions by ADM resulting

in a delay or change in reimbursement or funding is subject to the due process requirements of Article 8.

Article 6. Transition Procedures

6.1 Applicability

This Article shall apply when any ADM non-Medicaid service provided under this Contract is terminated for any reason, or when this Contract is terminated for any reason, including the dissolution or termination of the Provider's business. The ADM Board shall continue payment for all ADM non-Medicaid services during the transition. The Provider's ability to provide Medicaid services shall in no way be impacted during the transition or because of termination of ADM services.

Article 7. Dispute Resolution

7.1 General Procedures

- 7.1.1 Dispute resolution procedures under this Article shall apply to disputes arising out of the termination, renewal, or non-renewal of this Contract, disputes arising out of services and payment for services, or programs covered by this Contract, or disputes arising out of clinical issues which involve ADM services. All other disputes shall not be subject to any requirement for dispute resolution under this Contract, and may be pursued by the Parties under applicable law.
- 7.1.2 The procedures for dispute resolution under this Article, shall be completed within sixty (60) days after either Party notifies the other of a dispute, or after either Party serves a 120-day notice upon the other, unless the Parties agree to extend the dispute resolution process.
- 7.1.3 The Parties shall meet at least once to resolve the issues prior to the expiration of sixty (60) days.
- 7.1.4 The Parties shall engage in good faith efforts to resolve disputes informally.
- 7.1.5 If the Parties cannot agree informally to a resolution of the dispute, the matter shall be submitted to either the OHIOMHAS, based on the area of dispute or primary funding source, for further proceedings.
 - a. Any decision made by the OHIOMHAS, shall be non-binding.
 - b. The decision by the OHIOMHAS, shall be presented to the ADM Board and the Provider, and shall be made a part of the record of any further proceedings, regardless of forum.
 - c. In the event that either Party rejects the decision of the OHIOMHAS, then it shall provide written reasons, which shall also be a part of the record of any further proceedings, regardless of forum.
- 7.1.6 The status quo shall be maintained throughout the dispute resolution process.
- 7.1.7 The Provider reserves all rights to legal representation and/or court proceedings, and does not waive any rights or protections afforded by law, or by operation of this Contract.
- 7.1.8 Nothing in this Article shall be construed as limiting the rights of the Parties to resort to any other available legal or equitable remedies at any time.

Article 8. Modification, Renewal and Termination

8.1 Modifications

This Contract, including, without limitation, the term, may be modified by the mutual consent of the Parties, in writing.

8.2 Content of 120-Day Notice

Each Party shall provide the other Party with written notice, at least one-hundred-twenty days (the "120-Day Notice") in advance of the expiration of the Contract, of that Party's intent to propose substantial changes to the Contract, or not to renew the Contract, in accordance with ORC§340.03.

8.2.1 The 120-Day Notice shall include information regarding the nature and scope of the proposed changes, reasons for the proposed changes or non-renewal, and the estimated financial impact of those proposed changes.

8.2.2 The Parties shall negotiate, in good faith, regarding any proposed changes or non-renewal. If the Parties are not able to reach agreement, they shall engage in the dispute resolution process outlined in Article 7. The status quo shall be maintained throughout the dispute resolution process.

8.3 Coordination of Notice Requirements

8.3.1 Any 120-Day Notice, shall be served by the ADM Board in accordance with the requirements of this Contract, and shall satisfy the notice requirements in contracts between the OHIOMHAS, and the ADM Board, to the extent such notices are required.

8.3.2 A copy of any 120-Day Notice provided under this Contract shall be served on the OHIOMHAS Office of Fiscal Administration.

8.4 Termination

If either Party wishes to terminate this Contract, or any program or service provided under this Contract, the Party wishing to terminate shall give the other Party 120 days' written notice of intent to terminate (the "Termination Notice"). The termination notice shall identify the service(s), and/or program(s), the Party desires to terminate, and shall include an explanation of the reason(s) for termination.

8.4.1 The Parties shall engage in good faith negotiations regarding any dispute over termination. If the Parties are not able to reach agreement, they shall engage in a dispute resolution process. The status quo shall be maintained throughout the dispute resolution process.

8.4.2 If the Contract, or any service provided under the Contract, is terminated, the ADM Board shall pay the Provider for all services rendered up to the effective date of termination.

8.4.3 This Contract may be terminated by the ADM Board, without the requirement for a 120-Day Notice, under the following circumstances:

- a. In the event of any Provider loss of certification status, the ADM Board may terminate sections of the Contract consistent with, but not in excess of, the specific certification loss with the OHIOMHAS; or
 - b. Bankruptcy, dissolution, receivership, or other court order, which effectively removes the Provider from control of services.
 - c. Other material, uncleared breaches of duties of the ADM Board under this Contract.
- 8.4.4 This Contract may be terminated by the Provider, without the requirement for a 120-Day Notice, if the ADM Board fails to make reimbursements as required in this Contract.
- 8.4.5 Procedure for Termination under Section 8.4.3.
- a. If the ADM Board believes that the conditions listed in Section 8.4.3 exist, the ADM Board shall notify the Provider of the fact in writing.
 - b. Immediately upon notification, the Parties shall arrange a meeting with either the OHIOMHAS, as appropriate, to review whether conditions warranting termination exist.
 - c. In the event the OHIOMHAS, agree that conditions warranting termination exist, the Parties shall cooperate in an immediate transfer of programs and services to an alternative Provider, if applicable. If the OHIOMHAS, do not agree that conditions warranting expedited termination exist, then the Contract shall be subject to termination at its expiration date, in accordance with this Article with the proper 120-Day Notice. For as long as services under this Contract continue to be delivered by the Provider, the Provider shall be reimbursed for its services.
- 8.4.6 Nothing in Article 8 shall be construed as limiting the rights of the Parties to their available legal, or equitable, remedies at any time, except that no prior legal action shall be initiated for activities listed in Article 7.1.1 without first following the dispute resolution process.

8.5 Transition Requirements Continue

In the event that services are terminated under Article 8, the requirements of Article 6 of this Contract shall remain in full force, and effect, until the completion of the transition.

Article 9. Miscellaneous

9.1 Attachment Incorporation

The Attachments are hereby incorporated as a part of this Contract. In the event that any section of any Attachment is inconsistent with any requirement of this Contract, the terms of this Contract shall be binding on the Parties, unless otherwise legally required.

9.2 Entire Contract

It is acknowledged by the Parties hereto that this Contract supersedes any and all previous written or oral Contracts between the Parties concerning the subject matter of this Contract.

9.3 Severability

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer, or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect, unless revised, or terminated, pursuant to Article 8 of this Contract.

9.4 Notices

All notices, requests, and approvals shall be made, in writing, and shall be deemed to have been properly given if, and when, personally delivered, or sent, postage pre-paid, by certified mail to:

9.4.1 Notice to the ADM Board shall be sent to:

Executive Director
County of Summit
Alcohol, Drug Addiction and Mental Health Services Board
1867 West Market Street, Suite B2
Akron, Ohio 44313

9.4.2 Notice to the Provider shall be sent to:

Summit County Sheriff
53 University Avenue
Akron, OH 44308

9.5 Governing Law

This Contract shall be governed by, and interpreted in accordance with the laws of the State of Ohio. Each Party irrevocably consents to the exclusive jurisdiction of Ohio courts and federal courts within Ohio, in connection with any action to enforce this Contract, recover damages or other relief for breach or default under this Contract, or otherwise arising from this Contract.

9.6 Captions

The paragraph captions and headings in this Contract are inserted solely for the convenience of the Parties and shall not affect the interpretation or construction of this Contract, or any of the terms of this Contract.

9.7 Waiver

The waiver of breach of any term of this Contract shall not be interpreted as waiver of any other term of this Contract.

9.8 Remedies

Except where otherwise specified, the rights and remedies granted to a Party under this Contract are cumulative and in addition to, and not in lieu of, any other rights or remedies which the Party may possess at law or in equity.

9.9 This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute the complete document.

IN WITNESS WHEREOF, the Parties, duly authorized, hereby execute this Contract.

County of Summit, Alcohol, Drug Addiction
and Mental Health Services Board

County of Summit

By: 

By: _____

Its: Executive Director

Its: Executive

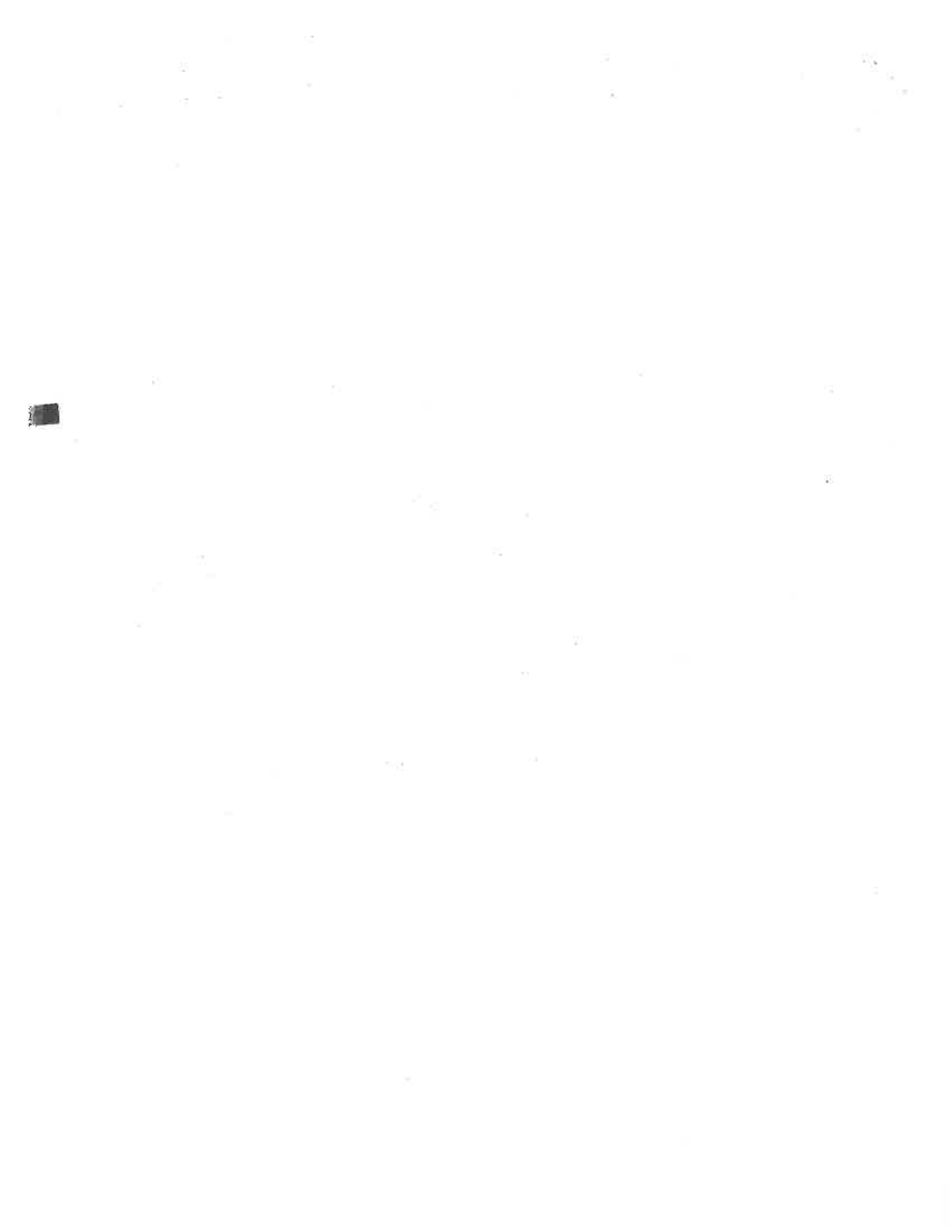
Date: 12/17/2014

Date: _____

By: 

Its: Sheriff

Date: 12/30/14



Summit County Sheriff - DARE

ATTACHMENTS - 2015

ATTACHMENT 1	Agency Contract Funding by Source
ATTACHMENT 2	Not Applicable - Blank
ATTACHMENT 3	Agency Contract Funding by Service
ATTACHMENT 4	Not Applicable - Blank
ATTACHMENT 5	Insurance Limits
ATTACHMENT 6	Funding Advance
ATTACHMENT 7	Board Policies, Procedures, and Guidelines
ATTACHMENT 8	Not Applicable - Blank
ATTACHMENT 9	Essential Periodic Reports
ATTACHMENT 10	Not Applicable - Blank
ATTACHMENT 11	List of forms included with instructions for Agreement and Assurances : <ol style="list-style-type: none">Attachment 1: "Agreement and Assurances"Attachment 2: "Certifications"Attachment 3: "Non Construction Programs"Appendix A: BG-SAPT information<ol style="list-style-type: none">Form 1: "90% Capacity Quarterly Report"Form 2: "Independent Peer Review"

Agency Contract Funding by Source

Attachment 1

Agency: **Summit County Sheriff - DARE**

Type: Alcohol/Drug Agency.

Year: 2015

Funding Level: The maximum amount due the Agency under this agreement is **\$86,900**
Appropriated funds for the period of this Agreement are as follows:

<u>Non-Medicaid Funding Source</u>	<u>Amount</u>
Levy	\$86,900
Total Non- Medicaid Funding	<u><u>\$86,900</u></u>

Agency Contract Funding by Service

2015

Attachment 3

Provider: Summit County Sheriff D.A.R.E.

Type of Service	HCPCS / Procedure Code	Unit Definition	Non-Medicaid
Ambulatory Detoxification	H0014	Hour	
Assessment	H0001	Hour	
Case Management	H0006	Hour	
Crisis Intervention	H0007	Hour	
Group Counseling	H0005	15 Min.	
Individual Counseling	H0004	15 Min.	
Intensive Outpatient	H0015	Day	
Laboratory Urinalysis	H0003	Screen	
Medical/Somatic	H0016	Hour	
Methadone Administration	H0020	Dose	
23 Hour Observation Bed	99236	Hour	
Acute Hospital Detox	H0009	Day	
Family/Couple Counseling	T1006	15 Min.	
Sub Acute Detoxification	H0012	Day	
Urine Dip Screen	A0780	Screen	
Medical Community Residential Treatment Hospital Setting	A1210	Day	
Medical Community Residential Treatment Non-Hospital Setting	A0230	Day	
Non-Medical Community Residential Treatment Non-Hospital Setting	A1220	Day	
Consultation	A0560	Hour	
Hot Line	H0030	Hour	
Intervention	H0022	Hour	
Outreach	H0023	Hour	
Referral and Information	A0510	Hour	
Training	H0021	Hour	
Alternatives	A0660	Hour	
Community Based Process	A0630	Hour	
Education	A0620	Hour	\$ 86,900
Environmental	A0640	Hour	
Information Dissemination	A0610	Hour	
Problem Identification and Referral	A0650	Hour	
Childcare	T1009	Hour	
Meals	T1010	Per Meal	
Room and Board	A0740	Day	
Transportation	A0750	Monthly	
AOD Services Not Classified	H0047		
Total			\$ 86,900

INSURANCE LIMITS

Note: The Summit County Alcohol, Drug Addiction and Mental Health Services Board shall be named as an additional insured for all coverage listed below:

A. General Liability

1. In an amount of at least \$1,000,000 each occurrence/\$3,000,000 general aggregate.
2. In an amount of at least \$3,000,000 products aggregate. Coverage shall include any volunteers employed by the provider.

B. Professional Liability

In an amount of at least \$1,000,000 on each claim/\$3,000,000 annual aggregate. Occurrence form if available. If Claim-Made Form, then must have continuous retroactive coverage from date the first policy was written. Coverage shall include any volunteers providing professional services for the agency.

C. Employers' Liability

In an amount of at least \$100,000 each person/\$100,000 each disease/\$500,000 each policy.

D. Automobile

1. In an amount of at least \$1,000,000 Combined Single Limits for vehicles not carrying passengers.
2. In an amount of at least \$3,000,000 Total Limits (Auto and Umbrella) for vehicles/vans carrying up to 10 passengers at any one time.
3. In an amount of at least \$5,000,000 Total Limits (Auto and Umbrella) for cans/busses carrying more than 10 passengers at any one time. \$1,000,000 Combined Single Limits for Non-Owned and Hired Automobile if provider has exposure for this liability.

E. Workers' Compensation

As required by the State of Ohio

F. Employee Dishonesty

Limits should be equal to the amount of funds passed on to the provider.

G. Directors & Officers and/or Errors & Omissions Insurance

1. In an amount of at least \$1,000,000 each occurrence/\$3,000,000 general aggregate.
2. In an amount of at least \$3,000,000 products aggregate. Coverage shall include any volunteers employed by the provider.

FUNDING ADVANCE

- A funding advance is a payment made by the ADM Board to a contract provider prior to a regularly scheduled reimbursement.
- A funding advance may be made to a contract provider who has completed all reporting requirements and has been regularly billing claims. The funding advance shall be limited to no more than one-twelfth of the provider's levy-supported Non-Medicaid ADM services allocation and will only be made when funds are available in the provider's current year's contract allocation.
- The Provider is required to make their request via letter or email. The request should include rationale for the advance, supporting documentation to include their current financial statement and cash flow statement and their repayment plan.
- After consultation with the Executive Director, the ADM Board Manager of Finance may approve an appropriate provider request by letter or email, which defines the funding advance amount, terms of repayment, and that the contract provider's finances may be subject to further review.
- If the provider requests a funding advance two or more times in a contract year, ADM staff shall notify the ADM Board and may recommend a program and fiscal review of the provider's operations.
- Funding advances are restricted to recipients of Board Non-Medicaid funding, and specifically excludes Medicaid-only providers of the ADM Board of Summit County.
- Providers who receive funding advance payments must provide monthly financial statements (including cash flow statements) to the ADM Board before advances are approved and for each month while the advance is outstanding.
- All funding advances must be repaid within the same contract year in which it was given. This repayment most often occurs in the course of processing purchase of service remittances advices. Payments will be held against purchase of service remittance advices until the funding advance is recovered. In the event the purchase of service remittance advices are not enough to recover the advance funding, the contract provider will be notified of the amount to be repaid to the ADM Board.

COUNTY OF SUMMIT ADM BOARD OPERATIONAL PROCEDURES APPLICABLE TO PROVIDER CONTRACT - Attachment 7

Procedure Number	Operational Procedure Sub-Section	Procedures Title	Provider Contract Section Label
F30	Finance	Non-Medicaid Provider Contracts	Overall Contract
CS24	Clinical Services	Community Plan and Update	2.7.3
CS26	Clinical Services	Behavioral Health Outcome System (BHOS)	2.11
CC01	CCO	ODMH Incident Reporting	2.28
CS28	Clinical Services	Incident Reporting	2.36
CR1	Client Rights	Confidentiality	3.90
F11	Finance	Ability to Pay Exception Request	4.40
MIS3	Management Information Systems	MACSIS Enrollment Processing	4.8
F24	Finance	RA Processing	4.13
MIS3	Management Information Systems	MACSIS Enrollment Processing	4.13
CS14	Clinical Services	Behavioral Health Disaster Services	4.17
CR10	Client Rights	Reporting and Record-Keeping for Client Rights	4.18
CS5	Clinical Services	Client Record Review	4.18
CS11	Clinical Services	Community Mental Health Treatment & Support Services Coordination & Quality Monitoring	4.18
CS22	Clinical Services	Independent Peer Review	4.18
CS23/24/25	Clinical Services	ODADAS Grant GFA's/ ODADAS-ADM Reports/SAMI Data	4.18
CS26/27	Clinical Services	BHOS/AOD Agency Referral Satisfaction Surveys	4.18
CS29	Clinical Services	Alcohol and Other Drug Residential Treatment Waiting List Management	4.18
F23	Finance	Financial Non-Medicaid Compliance Audit-Contract Agencies	4.18
CS28	Clinical Services	Behavioral Health Outcome System	4.18
F11	Finance	Ability to Pay Exception Request	4.26
F24	Finance	RA Processing	5.5
MIS2	Management Information Systems	MACSIS Claims Files Processing	5.7

Calendar Year 2015 Essential Periodic Reports

Quarterly Reports	Send to Designated	Due Date
Balance Sheet Q2 (1/1-6/30/15), Q4 (1/1-12/31/15)	Manager of Finance	7/31/15 and 1/31/16
Income Statement Q2 (1/1-6/30/15), Q4 (1/1-12/31/15)	Manager of Finance	7/31/15 and 1/31/16
Uniform Cost Report (UCR) (FIS-047) Actual Expense Q2 (1/1-6/30/15), Q4 (1/1-12/31/15)	Manager of Finance	7/31/15 and 1/31/16
FIS-052 Actual Revenue Q2 (1/1-6/30/15), Q4 (1/1-12/31/15)	Manager of Finance	7/31/15 and 1/31/16
FIS-062 Variance Report Actual to Budget – Units, Expense and Unit Cost Q2 (1/1-6/30/15), Q4 (1/1-12/31/15)	Manager of Finance	7/31/15 and 1/31/16
Fixed Dose Suboxone Milestone Report Q1 (1/1-3/31/15) Q2 (4/1-6/30/15) Q3 (7/1-9/30/15) Q4 (10/1-12/31/15)	Manager of Clinical Services	4/30/15, 7/31/15, 10/31/15, 1/31/16
Forensic- ACT Milestone Report Q1 (1/1-3/31/15) Q2 (4/1-6/30/15) Q3 (7/1-9/30/15) Q4 (10/1-12/31/15)	Manager of Clinical Services	4/30/15, 7/31/15, 10/31/15, 1/31/16
Waiting List Reports (Average wait in days for psychiatry, residential, & group level programs)	Manager of Clinical Services	Upon Request
Agency Quarterly Outcomes reports Q1 (1/1-3/31/15) Q2 (4/1-6/30/15) Q3 (7/1-9/30/15) Q4 (10/1-12/31/15)	Manager of Clinical Services	4/30/15, 7/31/15, 10/31/15, 1/31/16

Annual Reports	Send to Designated	Due Date
Agency Services Plan (ASP)	Manager of Clinical Services	With budget submission
Annual Cultural Competency Plan	Manager of Clinical Services	With budget submission
All-Hazards Disaster Mitigation and Recovery Plan and List of Clinicians Available to Assist in a Disaster	Manager of Clinical Services	With budget submission
Non-Medicaid Compliance Review Plan of Correction	Manager of Clinical Services	Upon Request
Client Satisfaction Survey Roster Submission (Electronic)	Manager of Clinical Services	Upon Request
Fidelity and Outcomes for any Evidence Base or Promising Practice funded in whole or in part by the ADM Board	Manager of Clinical Services	1/31/2015, or upon request
BG-SAPT information: Form 1: "90% Capacity Quarterly Report"	Manager of Clinical Services	7/31/2015
BG-SAPT information: Form 2: "Independent Peer Review"	Manager of Clinical Services	7/31/2015
Audited 2014 Financial Statements, Audit Report, and Management Letter Issued by the Independent Public Accounting Firm	Manager of Finance	06/30/2015
Agency Budget Application	Manager of Finance	As requested
Audit Plan of Correction (Audited 2014 Financial Statements)	Manager of Finance	09/30/2015
Evidence of Insurance Coverage	Manager of Finance	With budget submission

ADDRESS ALL PAPER SUBMISSIONS TO: County of Summit ADM Board 1867 W. Market St., Ste B2 Akron, OH 44313

Attachment 11

County of Summit Alcohol, Drug Addiction and
Mental Health Services Board
FY 2015-16 Awards and Sub-Awards, from fund
sources including Community Mental Health Block
Grant, Substance Abuse Prevention and
Treatment Block Grant and other Federal and
State and Levy Funds

Directions for Completion of Agreement and Assurances by Applicant for Sub-Award:

1. Enter Provider name and address on page 1.
2. Please note that paragraphs 24-33 only apply to sub-awards funded in whole or part with federal Mental Health Block Grant (MHBG) funds.
Paragraphs 34-46 only apply to sub-awards funded in whole or part with federal Substance Abuse Prevention and Treatment Block Grant (SAPTBG) funds.
3. Select Non-profit 501 (c) program or Government entity under paragraph 25.
4. Enter executive officer name and title then **sign the signature page (15)**.
5. **Read and Sign:**
 - Attachment 2: "Certifications,"
 - Attachment 3: "Non Construction Programs" for sub-awards funded in whole or part with federal funds and
 - Attachment 4: "Standard Affirmation and Disclosure—Executive Order 2011-12K".
6. Provide required BG-SAPT information for the Forms in Appendix A:
 - Form 1: "90% Capacity Quarterly Report" and
 - Form 2: "Independent Peer Review"
7. List of forms included in ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services Attachment 11:
 - a. Attachment 1: "Agreement and Assurances"
 - b. Attachment 2: "Certifications"
 - c. Attachment 3: "Non Construction Programs"
 - d. Attachment 4: "Standard Affirmation and Disclosure—Executive Order 2011-12K"
 - e. Appendix A: BG-SAPT Information
 1. Form 1: "90% Capacity Quarterly Report"
 2. Form 2: "Independent Peer Review"

NOTE: Changes and/or modifications to the Agreement and Assurance will not be accepted by the ADM Board.

Attachment 11

County of Summit Alcohol, Drug Addiction and
Mental Health Services Board
FY 2015-16 Awards and Sub-Awards, from fund
sources including Community Mental Health Block
Grant, Substance Abuse Prevention and
Treatment Block Grant and other Federal and
State and Levy Funds

AGREEMENT and ASSURANCES (Attachment 1)

In accepting a sub-award from the County of Summit Alcohol, Drug Addiction and
Mental Health Services Board, hereinafter ADM BOARD,

Summit County Sheriff ("PROVIDER"),
Located at
53 University Ave. Akron, Ohio 44308;

Agrees and makes the following assurances:

1. PROVIDER has applied for a sub-award ("sub-award") from one or more of the following fund sources:
 - Community Mental Health Block Grant (CFDA 93.958)
 - Title IV-B, Part 1 Child and Family Services Grant (CFDA No. 93.645, Federal Award No. 0701OH00FP)
 - Title IV-B Part 2 Family Support Grant (CFDA No. 93-556, Federal Award No. 0701OH1400)
 - 5AU Rotary; ODMHAS Account for Receipt of federal funds
 - Projects for Assistance in Transition from Homelessness (PATH) Grant (CFDA No. 93.150)
 - GRF Allocation Line Item (ALI) Grant
 - Title XX (CFDA No. 93.667)
 - Child Care Quality (CFDA No. 93.713)
 - Federal Addiction CFDA # 93.959
 - Choice for Recovery Federal CFDA # 93.275
 - Levy
 - Any other funding listed on ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services Attachment 1 Agency Contract Funding by Source
 - SAPT Block Grant funds as defined in Public Laws 102-394, and 102-321 administered by the ADM BOARD for the purpose(s) described in the final approved version of the ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services and associated budget application which includes goals, objectives, activities, performance indicators.
2. A. If applicable, the Notice of Sub-Award (NOSA) is incorporated by reference as an integral part of this agreement.
The NOSA establishes the:
 - a) Dollar amount awarded by the OhioMHAS;
 - b) Plan for drawing down funds;
 - c) Specific terms and conditions or amendments to this Agreement;
 - d) Frequency of required reporting and the persons at the Ohio MHAS to whom those reports should be submitted.

Attachment 11

**County of Summit Alcohol, Drug Addiction and
Mental Health Services Board
FY 2015-16 Awards and Sub-Awards, from fund
sources including Community Mental Health Block
Grant, Substance Abuse Prevention and
Treatment Block Grant and other Federal and
State and Levy Funds**

B. The ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services is incorporated by reference as an integral part of this agreement. The dollar amount awarded by the ADM Board is set forth in Attachment 1 Agency Contract Funding by Source to said contract.

All other attachments to this Agreement referenced herein, are hereby incorporated by reference as integral parts of this Agreement.

3. With the signing of this Agreement, the PROVIDER will begin work to accomplish the goals, objectives, activities and meet the performance indicators (including but not limited to production of deliverables) identified in the ADM BOARD'S CONTRACT TO PROVIDE NON-MEDICAID BEHAVIORAL HEALTH SERVICES.
4. The ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services and this Agreement, including all attachments, constitute the entire agreement between the parties and may be changed or modified only in writing, signed by all the parties hereto or their legal successors.
5. The PROVIDER assumes full responsibility for implementation of the goals, objectives and activities as described in the ADM BOARD'S CONTRACT TO PROVIDE NON-MEDICAID BEHAVIORAL HEALTH SERVICES, including those performed by any lower tier subcontractor ("SUBCONTRACTOR") named in the ADM BOARD'S CONTRACT TO PROVIDE NON-MEDICAID BEHAVIORAL HEALTH SERVICES. PROVIDER is responsible for ensuring that its SUBCONTRACTOR (if any) is responsible for meeting the terms and conditions of this Agreement in accordance with the performance indicators detailed in the ADM BOARD'S CONTRACT TO PROVIDE NON-MEDICAID BEHAVIORAL HEALTH SERVICES. [45 CFR 92.37]
6. This sub-award is subject to the availability of funds from the appropriate fund source, and allocated to the ADM BOARD by the State of Ohio, Office of Budget and Management [ORC 126.07] and County of Summit. The ADM BOARD reserves the right to alter the amount of this sub-award without prior notice to the PROVIDER. If funds designated for this program become unavailable during the term of this Agreement, the ADM BOARD's obligations under this Agreement expire immediately and PROVIDER shall be paid for any non-cancelable obligations appropriately related to the sub-award. Upon such notice PROVIDER shall preserve and provide all work in progress to the ADM BOARD. Upon satisfactory delivery of those materials and an acceptable final report, the ADM BOARD will remit any payments due and release the PROVIDER from its obligations to ADM BOARD for further performance under this Agreement.
7. PROVIDERS subject to the audit requirements of OMB Circular A-133 are required to submit to the ADM BOARD a copy of their A-133 audit(s) covering the period of the sub-award. If PROVIDER is not subject to the audit requirements of OMB Circular A-133,

Attachment 11

County of Summit Alcohol, Drug Addiction and
Mental Health Services Board
FY 2015-16 Awards and Sub-Awards, from fund
sources including Community Mental Health Block
Grant, Substance Abuse Prevention and
Treatment Block Grant and other Federal and
State and Levy Funds

PROVIDER shall submit to the ADM BOARD a copy of its annual financial audit(s) covering the period of the sub-award within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period, or such longer period as is agreed to in advance by the ADM BOARD, unless a waiver of this requirement is approved in advance by the ADM BOARD.

8. The PROVIDER shall purchase or maintain liability insurance and shall assure the ADM BOARD that PROVIDER has in place adequate insurance and/or bonds all of its board members, officers or employees who are responsible for payments and expenditures from federal funds received from the ADM BOARD. Minimum insurance requirements required by the ADM Board are set forth in Attachment 5 Insurance Limits to said contract.
9. The ADM BOARD reserves the right to terminate this Agreement pursuant to Ohio Revised Code 340.03(A)(8)(a) in the event that the goals, objectives, activities and performance indicators (including but not limited to production of deliverables) identified in the ADM BOARD'S CONTRACT TO PROVIDE NON-MEDICAID BEHAVIORAL HEALTH SERVICES are not delivered in a timely manner or with sufficient quality that they are suitable for their anticipated purposes and uses.
10. In the event of termination or non-renewal of this Agreement, equipment and residual inventory of unused supplies with a Fair Market Value of:
 - \$1000 or more for state funded sub-awards, or
 - \$5000 or more for federally funded sub-awardspurchased with sub-award funds will be returned to ADM BOARD or disposed of in a manner specified by the ADM BOARD which is consistent with applicable rules governing disposal, transfer or sale of such property. Any proceeds from the transfer, sale or disposal of such property shall be returned to the ADM BOARD. [45 CFR 74.34, .35; 45 CFR 92.25, .26, .32, .33]
11. All items, products, deliverables and intellectual property developed, produced, dependent upon, derived from and/or begun as a result of this Agreement shall:
 - a) Identify the OhioMHAS and, if applicable, the federal grant, as the funding source;
 - b) Reserve to the OhioMHAS - and to the federal government if this sub-award includes federal funds - a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for public purposes, and to authorize others to do so;
 - c) Be provided to the OhioMHAS as specified in the APPLICATION; and
 - d) Be approved by the OhioMHAS before dissemination. [45 CFR 74.36; 45 CFR 92.34]This paragraph does not apply to copyrighted materials purchased or licensed for use under this Agreement except to the extent that the rights of copyright ownership were purchased with grant support.
12. Funds received by PROVIDER from the sale of products or services supported by this sub-award (including but not limited to the use, sale or publication of data, information,

Attachment 11

County of Summit Alcohol, Drug Addiction and
Mental Health Services Board
FY 2015-16 Awards and Sub-Awards, from fund
sources including Community Mental Health Block
Grant, Substance Abuse Prevention and
Treatment Block Grant and other Federal and
State and Levy Funds

intellectual property or deliverables and other products or services which rely upon them, which were acquired or developed pursuant to this Agreement) are considered program income and shall be expended in accordance with the following:

- Added to funds committed to the project/program and used to further eligible project/program objectives;
- Used to finance the non-Federal share or other match requirement of the project/program or;
- Deducted from the total project/program allowable cost in determining the net allowable cost upon which the Federal share of costs is based (federally funded sub-awards) or upon which the state share is based (state funded sub-awards).

If applicable, the NOSA attached to this Agreement identifies the designated ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services of program income earned by the PROVIDER. Program income from federally funded sub-awards must be reported on the Federal Financial Report, Standard Form 425. [2 CFR 215.24; 2 CFR Part 230, Appendix A, ¶ 5.c.; OMB Circular A-102, Attachment ¶ 2.e.; OMB Circular A-87 C.4.; 45 CFR 74.24; 45 CFR 92.25]

13. The PROVIDER and the ADM BOARD agree that neither shall use any confidential or private information made available by the other party for any purpose other than to fulfill the obligations specified in the ADM BOARD'S CONTRACT TO PROVIDE NON-MEDICAID BEHAVIORAL HEALTH SERVICES and this Agreement unless otherwise required by law, including Ohio public records law [ORC §149.43]. Each party agrees to be bound by all applicable standards for confidentiality and to apply such standards to its employees and agents.
14. Including but not limited to the regulations of the ADM BOARD, the PROVIDER agrees to comply with all applicable Ohio and Federal confidentiality, privacy and security laws and regulations and directives from OhioMHAS. Copies of all rules of the OhioMHAS governing confidentiality of individual's protected information are available at:
 - <http://codes.ohio.gov/oac>
 - <http://codes.ohio.gov/orc>
 - <http://mentalhealth.ohio.gov/what-we-do/protect-and-monitor/licensure-and-certification/index.shtml>
15. No funds received under this sub-award shall be used for the repayment of any pre-existing loan. The accounts of the PROVIDER for this sub-award should clearly show the relationship between expenditures and approved budget items. [2 CFR 215.21(b)(4); OMB Circular A-122, Attachment B, ¶ 38; OMB Circular A-87, Attachment B, ¶ 32; 45 CFR 92.23]

The PROVIDER is responsible for assuring compliance with all such rules by employees, agents and contractors.

Attachment 11

**County of Summit Alcohol, Drug Addiction and
Mental Health Services Board
FY 2015-16 Awards and Sub-Awards, from fund
sources including Community Mental Health Block
Grant, Substance Abuse Prevention and
Treatment Block Grant and other Federal and
State and Levy Funds**

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and applicable federal laws and regulations. The PROVIDER agrees to comply with all applicable Federal and state laws (including Ohio ethics laws), rules, regulations and accounting principles in the performance of this Agreement. All records relating to costs and work performed, and supporting documentation for invoices submitted, along with copies of all deliverables shall be retained and made available by the PROVIDER for audit or review by the State of Ohio (including, but not limited to the ADM BOARD, the Ohio Ethics Commission, the Auditor of the State of Ohio, the Ohio Inspector General, other duly authorized State Officials, law enforcement officials) and other duly authorized agencies of the Federal government for a minimum of three years after submission of final financial and performance reports under this Agreement. ADM BOARD reserves the right to require submission of such records if deemed necessary. If an audit or review is initiated during that time period, the PROVIDER shall retain such records until the audit or review is concluded and all issues are resolved. [ORC 9.23 *et seq.*; 2 CFR 215.26; 45 CFR 96.31; 45 CFR 92.26; OMB Circular A-133]
17. No PROVIDER, employee, agent or subcontractor will discriminate against any employee, agent or subcontractor based on race, religion, national origin, color, sex, sexual orientation, age, handicap/disability, genetic information or military status.
18. PROVIDER agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of PROVIDER meet child support obligations established under state law. Further, by executing this Agreement, PROVIDER certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to O.R.C. section 3121.03.
19. PROVIDER certifies that it will abide by Ohio's ethics laws as codified in O.R.C. Chapter 2921 as interpreted by the courts of the State and by the Opinions of the Ohio Ethics Commission.
20. PROVIDER certifies that its covered individuals, partners, shareholders, administrators, executors, trustees, owners, and their spouses, have not made any contributions in excess of the amounts specified in applicable provisions of § 3517.13(I) and (J) of the Ohio Revised Code.
21. PROVIDER assures the ADM BOARD that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24 and that should such a finding be made against the PROVIDER it will immediately notify the ADM BOARD. If this assurance is found to be false the Agreement shall be void from its beginning and the PROVIDER shall immediately repay any funds received under it.
22. PROVIDER agrees to comply with all applicable state and federal laws regarding smoke-

Attachment 11

County of Summit Alcohol, Drug Addiction and
Mental Health Services Board
FY 2015-16 Awards and Sub-Awards, from fund
sources including Community Mental Health Block
Grant, Substance Abuse Prevention and
Treatment Block Grant and other Federal and
State and Levy Funds

free and drug-free workplaces.

23. PROVIDER affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order is provided as an attachment. PROVIDER also affirms, understands and agrees to immediately notify ADM BOARD of any change or shift in the location(s) of services performed by PROVIDER or its Providers or subcontractors under this Agreement, and no services shall be changed or shifted to location(s) that are outside of the United States.

If PROVIDER or any of its subcontractors performs services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. If PROVIDER or any of its subcontractors perform such services, PROVIDER shall immediately return to ADM-BOARD all funds paid for those services. ADM BOARD may also recover from PROVIDER all costs associated with any corrective action ADM BOARD may undertake, including but not limited to an audit or a risk analysis, as a result of PROVIDER or any of its subcontractors performing services outside of the United States.

ADM BOARD may, at any time after the breach, terminate this Agreement, upon written notice to PROVIDER. ADM BOARD may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with making the sub-award to a third party.

ADM BOARD, in its sole discretion, may provide written notice to PROVIDER of a breach and permit the PROVIDER to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, ADM BOARD may recover the additional costs associated with acquiring the substitute services.

Notwithstanding ADM BOARD permitting a period of time to cure the breach or the PROVIDER's cure of the breach, ADM BOARD does not waive any of its rights and remedies provided to ADM BOARD under this Agreement including, but not limited to, recovery of funds paid or reimbursed for services PROVIDER or any of its subcontractors performed outside of the United States or costs associated with corrective action.

PROVIDER will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of ADM BOARD. Any assignment or delegation not consented to may be deemed void by ADM BOARD.

Paragraphs 24-33 apply only to sub-awards funded, in whole or part, with federal funds:

Attachment 11

County of Summit Alcohol, Drug Addiction and
Mental Health Services Board
FY 2015-16 Awards and Sub-Awards, from fund
sources including Community Mental Health Block
Grant, Substance Abuse Prevention and
Treatment Block Grant and other Federal and
State and Levy Funds

24. a) PROVIDER agrees to and makes the assurances of the Attachments 2 and 3, entitled "Certifications" and "Assurances Non-Construction Programs".
- b) If a State of Ohio agency or instrumentality, PROVIDER agrees to and makes the assurances of Attachments 2 and 3 and acknowledges that the terms and conditions of this Agreement, including the Certifications and Assurances Non-Construction Programs (Attachments 2 and 3), apply also to any other sub-award received from the ADM BOARD during the term of this agreement.
- c) PROVIDER agrees to include Attachments 2 and 3 as required assurances in any subcontractor award that includes federal funds. Subcontractor awards that include any Block Grant funds must state the amount provided by the Block Grant and the amount provided by other sources. [OMB Guidance 0930-0168; 2 CFR 215.5; 45 CFR 96.10]
25. PROVIDER assures ADM BOARD that it or its parent organization holds permanent 501(c) non-profit status, or is a general or special purpose government entity. [CFDA 93.958; 42 USC 300x-5(a); OMB Guidance 0930-0168] Check one:
- Non-profit 501 (c) program Government entity
26. PROVIDER receiving Community Mental Health Block Grant assures ADM BOARD that it serves a community mental health purpose intended to fulfill one or more of the goals of the President's New Freedom Commission Final Report
<http://www.mentalhealthcommission.gov> [OMB Guidance 0930-0168]
27. PROVIDER assures ADM BOARD that its Board and its executives understand and agree that PROVIDER will:
- a) Comply with requirements for maintaining a financial management system that meets the requirements as set forth in 45 CFR 92.20, 45 CFR 96.30 and 45 CFR 74.21, as applicable;
- b) Maintain internal control over Federal programs that provides reasonable assurance that the PROVIDER is managing the sub-award in compliance with laws, regulations, and the provisions of this Agreements;
- c) Have the necessary processes and systems in place to comply with applicable reporting requirements of the Federal Funding Accountability and Transparency Act and will report information required under the act, as applicable; and
- d) Comply with laws, regulations, and the provisions of the agreements related to each of its Federal programs.
28. PROVIDERS receiving federal funds must comply with provisions of 45 CFR Part 92, 45 CFR Part 96, 45 CFR Part 74 and OMB Circulars A-87, A-110, A-122 and A-133, as applicable to the type of PROVIDER.
29. PROVIDER agrees that it will not use any funds from any source to engage in any political activities in contravention of applicable provisions of federal law, including, but not limited

Attachment 11

County of Summit Alcohol, Drug Addiction and
Mental Health Services Board
FY 2015-16 Awards and Sub-Awards, from fund
sources including Community Mental Health Block
Grant, Substance Abuse Prevention and
Treatment Block Grant and other Federal and
State and Levy Funds

to the "Simpson Amendment," 2 USC § 1611.

30. Restrictions on Lobbying:
- a) No part of any appropriation for this sub-award shall be used, other than for formal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before Congress, except in presentation to the Congress itself or to any State legislative body itself.
 - b) No part of any appropriation for this sub-award shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
31. None of the funds provided under this sub-award may be used to pay the salary of an individual at a rate in excess of Level I of the Executive Schedule for the federal government.
32. In accordance with the Federal Funding Accountability and Transparency Act of 2006 [P.L.109-282, as amended by § 6202(a) of P.L. 110-252] and implementing regulations at 2 CFR Part 170, the PROVIDER assures the ADM BOARD that it has the necessary processes and systems in place to comply with applicable reporting requirements of the Federal Funding Accountability and Transparency Act and will report information required under the act, as applicable.
33. Trafficking in persons.
- a) Provisions applicable to a PROVIDER that is a private entity:
 - 1. You as the PROVIDER, your employees, SUBCONTRACTORS under this sub-award, and SUBCONTRACTORS' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the sub-award is in effect;
 - ii. Procure a commercial sex act during the period of time that the sub-award is in effect; or
 - iii. Use forced labor in the performance of this sub-award or any lower tier sub-awards under this sub-award.
 - 2. ADM BOARD may unilaterally terminate this sub-award, without penalty, if PROVIDER or a SUBCONTRACTOR that is a private entity —
 - i. Is determined by the ADM BOARD to have violated a prohibition in paragraph 33.a.1 of this Agreement; or
 - ii. Has an employee who is determined by the ADM BOARD to have violated a prohibition in paragraph 33.a.1 of this Agreement through conduct that is either—
 - A. Associated with performance under this sub-award; or

Attachment 11

County of Summit Alcohol, Drug Addiction and
Mental Health Services Board
FY 2015-16 Awards and Sub-Awards, from fund
sources including Community Mental Health Block
Grant, Substance Abuse Prevention and
Treatment Block Grant and other Federal and
State and Levy Funds

B. Imputed to PROVIDER or the SUBCONTRACTOR using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),"

b) Provisions applicable to a PROVIDER other than a private entity: ADM BOARD may unilaterally terminate this sub-award, without penalty, if a SUBCONTRACTOR that is not a private entity—

1. Is determined by the ADM BOARD to have violated an applicable prohibition in paragraph 33.a.1 of this Agreement; or
2. Has an employee who is determined by the ADM BOARD to have violated an applicable prohibition in paragraph 33.a.1 of this Agreement through conduct that is either—

i. Associated with performance under the sub-award; or
ii. Imputed to the SUBCONTRACTOR using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)."

c) Provisions applicable to any PROVIDER:

1. PROVIDER must inform ADM BOARD immediately of any information received from any source alleging a violation of a prohibition in paragraph 33.a.1 of this Agreement.

2. ADM BOARD's right to terminate unilaterally that is described in paragraph 33.a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
ii. Is in addition to all other remedies for noncompliance that are available to ADM BOARD under this award.

3. PROVIDER must include the requirements of paragraph 33.a.1 of this Agreement in any sub-award made to a private entity.

d) Definitions. For purposes of this Agreement:

1. "Employee" means either:

i. An individual employed by PROVIDER or a SUBCONTRACTOR who is engaged in the performance of this sub-award; or

ii. Another person engaged in the performance of this sub-award who is not compensated by PROVIDER including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity";

Attachment 11

County of Summit Alcohol, Drug Addiction and
Mental Health Services Board
FY 2015-16 Awards and Sub-Awards, from fund
sources including Community Mental Health Block
Grant, Substance Abuse Prevention and
Treatment Block Grant and other Federal and
State and Levy Funds

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Paragraphs 34-45 apply to the Substance Abuse Prevention and Treatment (SAPT) Block Grant

34. Use of Funds - Federal SAPT Block Grant funds may be used for planning, carrying out, and evaluating activities to prevent and treat substance abuse and for routinely making available tuberculosis services to each individual receiving treatment for substance abuse [Sec. 1921(b) and 1924(a)]. SAPT Block Grant funds cannot be expended for tuberculosis services if payment has been made, or can reasonably be expected to be made, from other funds [Sec. 1924(c)].
35. Nondiscrimination in the Use of SAPT Block Grant Funds [Sec. 1947, Uniform Block Grant ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services] *For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of disability under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, on the basis of sex and religion under the Omnibus Budget Reconciliation Act of 1981 (Block Grants), or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964, programs and activities funded in whole or in part with funds made available under the SAPT Block Grant are considered to be programs and activities receiving federal financial assistance.*

No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant), or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the SAPT Block Grant.
36. Charitable Choice Provisions and Regulations of SAPT Block Grant Funds [42 C.F.R. 54.8(c)(4) and 54.8(b)] requires ADM BOARD along with ADM BOARD PROVIDERS and providers to:

Attachment 11

County of Summit Alcohol, Drug Addiction and
Mental Health Services Board
FY 2015-16 Awards and Sub-Awards, from fund
sources including Community Mental Health Block
Grant, Substance Abuse Prevention and
Treatment Block Grant and other Federal and
State and Levy Funds

- a. Ensure that religious organizations that are certified treatment providers offer notice of a client's right to alternative services and to all potential and actual program beneficiaries.
 - b. Ensure that religious organizations that are certified treatment providers refer program beneficiaries to alternative services.
 - c. Fund and provide alternative services.
37. Substance Abuse Prevention and Treatment Block (Grant Subpart L) Sec. 96.137 Payment schedule: The Block Grant money that may be spent for Secs. 96.124(c) and (e), 96.127 and 96.128 is governed by this section which ensures that the grant will be the "payment of last resort." The entities that receive funding under the Block Grant and provides services required by the above-referenced sections shall make every reasonable effort, including the establishment of systems for eligibility determination, billing, and collection, to: Collect reimbursement for the costs of providing such services to persons who are entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX, any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and Secure from patients or clients payments for services in accordance with their ability to pay.
38. Confidentiality [Sec. 1943(b)]. (See Federal Register, 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records: Final Rule, June 9, 1987, pages 21796 to 21814.) The PROVIDER shall ensure that each contract agency has in effect a system to protect from inappropriate disclosure of patient records maintained by the agency.
39. Peer Review [Sec. 1943(a)(1)]. The PROVIDER shall assure that an independent peer review to assess the quality, appropriateness and efficacy of treatment services provided in the PROVIDER catchment area to individuals in programs receiving SAPT Block Grant funds is conducted.
- a. The PROVIDER shall complete the Appendix A Form 2 Independent Peer Review. SAMHSA recognizes providers accredited by national independent accreditation organizations and does not require them to undergo an independent peer review. The report is due annually on July 31st of the following state fiscal year. The PROVIDER shall comply with ADM BOARD established guidelines. The report should be sent to the attention of ADM BOARD Manager of Clinical Services.
 - b. The review shall focus on treatment programs and the substance abuse service system rather than on the individual practitioners. The intent of the independent peer review process is to improve continuously the treatment services to alcohol and drug abusers within the state system. Quality, for purposes of this section, is the provision of

Attachment 11

County of Summit Alcohol, Drug Addiction and
Mental Health Services Board
FY 2015-16 Awards and Sub-Awards, from fund
sources including Community Mental Health Block
Grant, Substance Abuse Prevention and
Treatment Block Grant and other Federal and
State and Levy Funds

treatment services which, within the constraints of technology, resources, and patient/client health and safety status in the context of recovery. Appropriateness, for purposes of this section, means the provision of treatment services consistent with the individual's identified clinical needs and level of functioning.

c. The independent peer reviewers shall be individuals with expertise in the field of alcohol and drug abuse treatment. PROVIDER shall make every effort to ensure that individual peer reviewers are representative of the various disciplines utilized by the program under review. Individual peer reviewers must also be knowledgeable about the modality being reviewed and its underlying theoretical approach to addictions treatment, and must be sensitive to the cultural and environmental issues that may influence the quality of the services provided.

d. The reviewers shall review a representative sample of patient/client records to determine quality and appropriateness of treatment services, while adhering to all federal and state confidentiality requirements, including 42 C.F.R. Part 2 and H.I.P.A.A. The reviewers shall examine the following:

- 1) admission criteria/intake process;
- 2) assessments;
- 3) treatment planning, including appropriate referral, e.g., prenatal care and tuberculosis and HIV services;
- 4) documentation of implementation of treatment services;
- 5) discharge and continuing care planning; and
- 6) indications of treatment outcomes.

e. The PROVIDER shall ensure that the independent peer review will not involve practitioners/providers reviewing their own programs, or programs in which they have administrative oversight, and that there be a separation of peer review personnel from funding decision makers.

f. The PROVIDER shall file a report (Appendix A – Form 2 Independent Peer Review) with the ADM BOARD identifying if it is participating in independent peer review and the kinds of technical assistance that were made available. This report will be due annually on July 31st for information from the independent peer reviews that occurred during the previous fiscal year. The report should be sent to the attention of ADM BOARD Manager of Clinical Services.

Attachment 11

County of Summit Alcohol, Drug Addiction and
Mental Health Services Board
FY 2015-16 Awards and Sub-Awards, from fund
sources including Community Mental Health Block
Grant, Substance Abuse Prevention and
Treatment Block Grant and other Federal and
State and Levy Funds

40. IVDU Outreach [Sec. 1923(b)]. Agencies receiving SAPT Block Grant funds to treat Intravenous drug users (IVDUs) are required to carry out activities to encourage individuals in need of such treatment to undergo such treatment. Documentation of such activities shall be maintained at the PROVIDER.

41. 90 Percent of Capacity [Sec. 1923(a)]. The PROVIDER shall ensure that each individual who requests and is in need of treatment for intravenous drug abuse is admitted to a program of such treatment not later than - (A) 14 days after making the request for admission to such a program; or (B) 120 days after the date of such request, if no such program has the capacity to admit the individual on the date of such request and if interim services are made available to the individual not later than 48 hours after such request. The PROVIDER must submit quarterly to the ADM BOARD's Manager of Clinical Services listing if they have achieved 90 percent of capacity.

Quarterly reports shall be submitted to ADM BOARD on the following dates:

January 30

April 30

July 30

October 30

42. Salaries (Public Law 107-116). Block Grant funds shall not be used to pay the salary of an individual, through grant or other extramural mechanism, at a rate in excess of \$186,000 per year.

43. Prevention [Sec. 1922(b)]. The PROVIDER shall comply with expending the minimum amount of federal SAPT Block Grant prevention funds identified in the ADM BOARD's annual per capita allocation notice to the PROVIDER. These funds must be used for prevention services to reduce the risk of alcohol and other drug abuse for individuals who do not require treatment for substance abuse. The PROVIDER shall give priority to programs for populations that are at risk of developing a pattern of such abuse and ensure that programs receiving priority develop community-based strategies for the prevention of such abuse, including strategies to discourage the use of alcoholic beverages and tobacco products by individuals to whom it is unlawful to sell or distribute such beverages or products.

Attachment 11

County of Summit Alcohol, Drug Addiction and
Mental Health Services Board
FY 2015-16 Awards and Sub-Awards, from fund
sources including Community Mental Health Block
Grant, Substance Abuse Prevention and
Treatment Block Grant and other Federal and
State and Levy Funds

44. Investigations [Sec. 1945]. The PROVIDER shall ensure provider agency cooperation with state and federal investigators to determine if SAPT Block Grant funds are being used in accordance with federal requirements.

Progress Report [Sec. 1942(a)]. The PROVIDER shall ensure that it maintains data, information, reports and documentation sufficient to describe the activities funded and progress toward achieving the purposes for which the funds were provided. Such information shall be made available to the ADM BOARD upon request.

45. Tuberculosis Services [Sec. 1924(a)(2)]. Tuberculosis services means - (A) counseling the individual with respect to tuberculosis; (B) testing to determine whether the individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the individual; and (c) providing such treatment to the individual.

The ADM BOARD shall ensure that agencies receiving SAPT Block Grant funds for operating a program of substance abuse treatment (A) will, directly or through arrangements with other public or nonprofit private entities, routinely make available tuberculosis services to each individual receiving treatment for such abuse; and (B) in the case of an individual in need of such treatment who is denied admission to a program on the basis of lack of the capacity of the program to admit the individual, will refer the individual to another provider of tuberculosis services [Sec. 1924(a)(1)].

ADM BOARD will provide to the OhioMHAS by JULY 31 of each year a report on 1) The number of clients receiving treatment for tuberculosis in the previous fiscal year ending JUNE 30 and 2) The amount of public non-federal dollars expended for tuberculosis treatment including dollars spent by the Board of County Commissioners or county executives and county councils established pursuant to O.R.C. 339.75. Funds spent for tuberculosis treatment are not limited to those receiving services for substance abuse treatment but include public non-federal funds for all patients receiving tuberculosis treatment.

46. The PROVIDER must use the designated reporting form to submit reports and must meet the requirements specified in the ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services, NOSA or Inter-Agency Agreement. Reporting time periods and due dates will be listed in the ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services, NOSA or Inter-Agency Agreement. Reports shall be submitted to the person(s) indicated on the ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services, NOSA or Inter-Agency Agreement. Additionally, PROVIDER agrees to submit all reports required by the ADM BOARD as necessary to permit the ADM BOARD to comply with any reporting requirements relating to funds received under the American Recovery and

Attachment 11

County of Summit Alcohol, Drug Addiction and
Mental Health Services Board
FY 2015-16 Awards and Sub-Awards, from fund
sources including Community Mental Health Block
Grant, Substance Abuse Prevention and
Treatment Block Grant and other Federal and
State and Levy Funds

Reinvestment Act of 2009 [Pub. L. 111-5]. If reports are not submitted on time the ADM BOARD may withhold current and future funds from the PROVIDER.


47. The term of this Agreement & Assurances shall be the longer of the applicable State Fiscal Biennium or the period of the sub-award or the ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services. Notwithstanding anything in this Agreement to the contrary, PROVIDER acknowledges that the Ohio Legislature and the Controlling Board of Ohio (each a "Governing Authority") must approve the appropriation and release of funds in connection with ADM BOARD spending authority for each state biennium. It is agreed that any and all obligations of funds under this Agreement extending beyond the current biennium are contingent upon the continuing availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding authority for the obligations that may be due under this Agreement, then all of PROVIDER's and ADM BOARD's obligations under this Agreement, except those that by their nature or by designation survive termination, are terminated as of the date that the funding expires.

Signature

The Executive Officer signing below is authorized to obligate the PROVIDER and he/she represents that he/she has reviewed and approved this AGREEMENT and ASSURANCES including all attachments on behalf of the PROVIDER.

For the PROVIDER:

Type in Provider Name: Summit County Sheriff



Executive Officer or
Authorized Signature

12/30/14

Date

Type in Executive Officer Name Below

Title

Sheriff, County of Summit

CERTIFICATIONS: Attachment 2

1. Certification Regarding Debarment and Suspension

The undersigned (authorized official signing for the applicant organization) certifies to be best of his or her knowledge and belief, that the applicant, defined as a lower tier organization in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal ADM BOARD or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services /proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should

be placed after the assurances page in the ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with its sub-SUB-GRANTEE and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. Certification Regarding Drug-Free Workplace Requirements

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the PROVIDER's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The PROVIDER's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;

(d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will—

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designed the following central point for receipt of such notices:

Division of Grants Policy and Oversight

Office of Management and Acquisition
ADM BOARD of Health and Human Services
Room 517-D
200 Independence Avenue, SW
Washington, DC 20201

3. Certification Regarding Lobbying

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence," sets forth requirements regarding disclosure of lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his/her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services form.)

(c) The undersigned shall require that the

language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties.

The undersigned agrees that the applicant organization will comply with the terms and conditions of this award.

5. Certification Regarding Environmental Tobacco Services


Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early

childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/PROVIDER (for grants certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The federal awarding agency strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Sheriff, County of Summit
APPLICANT ORGANIZATION Summit County Sheriff	DATE SUBMITTED 12/30/14

ASSURANCES — NON-CONSTRUCTION PROGRAMS Attachment 3

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

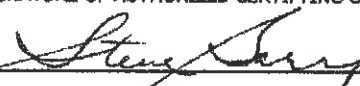
1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services .
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal, gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits

discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L.92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970- (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the ADM Board's Contract to Provide Non-Medicaid Behavioral Health Services .

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of federal, state and local government employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions

of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. Seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et. Seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et. Seq.) Related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et. seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et. seq.) Pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4831 (b) et. seq.) Which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will comply with the Single Audit Act of 1984, as amended, and OMB Circular A-133. PROVIDERS must submit to ADM BOARD the communications specified in OMB Circular A-133 §.320(e) within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. ADM BOARD reserves the right to require PROVIDER's submission of copies of the audit reporting package described in OMB Circular A-133 §.320(c) and any management letters issued by the auditor, in accordance with OMB Circular A-133 §.320(f).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Sheriff, County of Summit
APPLICANT ORGANIZATION Summit County Sheriff	DATE SUBMITTED 12/30/14

DMHAS-GMIS-005 Agreement Assurances Template Form revised 6/24/2013

Attachment 4

**DEPARTMENT OF ADMINISTRATIVE SERVICES/
OHIO DEPARTMENT OF MENTAL HEALTH & ADDICTION SERVICES
STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K
Governing the Expenditure of Public Funds for Offshore Services**

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the PROVIDER affirms, understands and will abide by the requirement of Executive Order 2011-12K. If awarded a contract, the PROVIDER becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Signee shall provide all the name(s) and location(s) where services under this Contract/Grant will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the signee not responsive and no further consideration will be given to the response. Signee's offering will not be considered. If the Signee will not be using subcontractors/subgrantees, indicate "Not Applicable" in the appropriate spaces.

1. Principle location of business of PROVIDER/Contractor:

53 University Ave.
(Address)

Akron, Ohio 44308
(City, State, Zip)

Name/Principal location of business of Subcontractor(s)/Sub grantee(s):

(Name)

(Address; City, State, Zip)

(Name)

(Address; City, State, Zip)

2. Location where services will be performed by PROVIDER/Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of Subcontractor(s)/Sub grantee(s):

(Name)

(Address; City, State, Zip)

(Name)

(Address; City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up by PROVIDER/Contractor:

(Address)

(City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by Subcontractor(s)/Sub grantee(s):

(Name)

(Address; City, State, Zip)

(Name)

(Address; City, State, Zip)

(Name)

(Address; City, State, Zip)

(Name)

(Address; City, State, Zip)

(Name)

(Address; City, State, Zip)

Provider also affirms, understands and agrees that PROVIDER and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by PROVIDER or its subcontractors before, during and after execution of any Contract with the State. PROVIDER agrees it shall so notify the ADM BOARD immediately of any such change or shift in location of its services. The ADM BOARD has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the PROVIDER to perform the services outside the United States. On behalf of the PROVIDER, I acknowledge that I am duly authorized to execute the Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that PROVIDER may enter into with the ADM BOARD and is incorporated therein.

For the PROVIDER:


Signature

12/30/14
Date

Summit County Sheriff
Entity Name

53 University Ave.
Address (Principal Place of Business)

Steve Barry
Printed name of individual authorized to sign on behalf of entity

Akron, Ohio 44308
City, State, Zip

APPENDIX A

INSTRUCTIONS FOR BG-SAPT DOCUMENTS

If **PROVIDER** receives Federal Block Grant Substance Abuse Prevention and Treatment (BG-SAPT) funds, please **COMPLETE** the following two BG-SAPT Forms:

Form 1 is the "90% Capacity Quarterly Report" - **Information as Required**

Form 2 is the "Independent Peer Review" – **Information as Required**

Form 1:

90 Percent of Capacity Quarterly Report

as detailed in paragraph 41 of the Agreement & Assurances

Provider: _____

Name of individual completing this form : _____

Date Prepared: _____

Quarterly Report: ____ January ____ April ____ July ____ October

Year: _____

____ Check here if provider reached 90 percent of capacity this reporting period

____ Check here if provider did not reach 90 percent of capacity this reporting period

**Please send your response to:
Attn: Director of Clinical Services
County of Summit Alcohol, Drug Addiction & Mental Health Services Board
1867 West Market Street, Suite B2
Akron, Ohio 44313**

Form 2

Independent Peer Review

As part of the review of the SAPT Block Grant, the ADM BOARD must report to OHIO MHAS/SAMHSA on information regarding Independent Peer Review.

Please provide the ADM BOARD with the following for SFY 2014:

Provider: _____

Name of individual completing this form: _____

Date Prepared: _____

1. Does Provider receive block grant funds and have national accreditation and are therefore exempt from independent peer review.

YES _____ NO _____

If you answered "NO" to Question 1, please respond to question 2 and 3.

2. What agency/person provided the independent peer review: _____

3. When was the peer review completed: _____

4. Describe the kinds of technical assistance that were made available to Provider

Your response is due by July 31 each year.

**Please send your response to:
Attn: Director of Clinical Services
County of Summit Alcohol, Drug Addiction & Mental Health Services Board
1867 West Market Street, Suite B2
Akron, Ohio 44313**

